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K&N ENGINEERING, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

14 K&N ENGINEERING, INC., a  
15 California corporation.

Plaintiff.

17

18 LEEA CUSTOMS, INC., A Nevada  
19 corporation; and EDWARD A. EHMER,  
an individual.

## Defendants.

**CASE NO.**

**COMPLAINT FOR:**

1. **FEDERAL TRADEMARK INFRINGEMENT [15 U.S.C. § 1114(1)(a) and (b)];**
2. **FALSE DESIGNATION OF ORIGIN [15 U.S.C. § 1125(a)];**
3. **FEDERAL UNFAIR COMPETITION;**
4. **COMMON LAW TRADEMARK INFRINGEMENT; AND**
5. **UNFAIR COMPETITION (CAL. BUS & PROF. CODE § 17200 ET SEQ.).**

**DEMAND FOR JURY TRIAL**

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1 Plaintiff K&N Engineering, Inc., a California corporation (“K&N” or  
2 “Plaintiff”) for its complaint against the above-named defendants Leea Customs,  
3 Inc., a Nevada corporation (“LCI”) and Edward A. Ehmer, an individual  
4 (“Ehmer”), (LCI and Ehmer are collectively referred to herein as “Defendants”)  
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. This Court has original subject matter jurisdiction under 28 U.S.C. §  
8 1338(a) as this action arises under the Lanham Act, 15 U.S.C. §§ 1114, 1125(a),  
9 and 1125(b) as well as under pendent jurisdiction under 28 U.S.C. § 1367.

10 2. This Court also has jurisdiction under 18 U.S.C. § 1332 because  
11 Plaintiff and Defendants are citizens of different states, and the matter in  
12 controversy exceeds \$75,000, exclusive of interests and costs.

13 3. Venue is proper in the Central District of California under 28 U.S.C.  
14 §§ 1391(a) and 1392(b) because a substantial part of the events, omissions and acts  
15 that are the subject matter of this action, and the resulting injury to Plaintiff,  
16 occurred within the Central District of California. This action arises out of  
17 Defendants’ trademark infringement as alleged below and the threatened and  
18 actual harm to Plaintiff by reasons thereof. Plaintiff is informed and believes, and  
19 thereon alleges, that Defendants conduct business in this Judicial District through  
20 their website and receive compensation therefrom by selling the infringing product  
21 as alleged below. Furthermore, by their actions alleged herein, Defendants have  
22 caused harm to Plaintiff at its headquarters in this Judicial District.

23 **THE PARTIES**

24 4. Plaintiff K&N is a corporation organized and existing under the laws  
25 of the State of California, having its principal place of business at 1455 Citrus  
26 Street, Riverside, California 92507.

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1       5. On information and belief, Defendant LCI is a corporation organized  
2 and existing under the laws of the state of Nevada, having its principal place of  
3 business at 2841 Josephine Drive, Henderson, Nevada 89044.

4       6.     On information and belief, Defendant Ehmer is an individual residing  
5 in Nevada. Plaintiff is further informed and believes that Ehmer is the sole owner,  
6 officer and director of LCI.

## **NATURE OF THE CASE**

8       7. Defendants are deceiving K&N's retail customers and the public at  
9 large and causing customer confusion by incorporating K&N's products, which  
10 prominently display K&N's trademarks, into a product sold and marketed by  
11 Defendants in order to profit from the goodwill and reputation of K&N.  
12 Defendants are further using K&N's trademarks on its website without  
13 authorization for the purpose of unlawfully profiting from the goodwill and  
14 reputation of K&N and K&N's trademarks, and additionally causing further  
15 confusion regarding the origin of the infringing product. K&N seeks, where  
16 appropriate, injunctive relief, statutory damages, an award of Defendants' profits,  
17 attorney's fees, and costs against Defendants for trademark infringement under 15  
18 U.S.C. § 1141(1)(a) and (b); false designation of origin and/or sponsorship under  
19 15 U.S.C. § 1125(a); unfair and deceptive trade practices under California  
20 Business and Professions Code § 17200 *et seq.*; and common law trademark and  
21 trade name infringement and unfair competition.

## **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

23        8.     K&N has been an innovative leader in performance air filter  
24 technology since 1969. K&N designs, manufactures, and distributes automotive  
25 and powersports aftermarket and industrial performance air filters, air intake kits,  
26 oil filters and related products. K&N's products are widely sold to automotive and  
27 powersport enthusiasts and to commercial customers throughout the United States  
28 and the world.

1       9.    K&N holds United States Trademark Registrations and foreign  
2 trademark registrations for its marks used in connection with its numerous  
3 products.

4       10.   K&N is the owner of the stylized  mark, U.S. service mark  
5 registration Nos. 1,536,024; 2,581,371 and 3,692,417 (hereinafter collectively  
6 "K&N Mark"), used in connection with the advertising, marketing and sales of its  
7 numerous air filters and oil filter products. Copies of these registrations are  
8 attached hereto as Exhibits A, B and C, respectively.

9       11.   K&N has been manufacturing and selling air filter products under its  
10 K&N marks for more than 40 years and oil filter products for over 13 years. K&N,  
11 by virtue of its products offered under the K&N marks, is recognized as a premier,  
12 and one of the most successful, manufacturers and distributors of aftermarket  
13 performance air filters on the market today, as well as premium oil filters.

14       12.   K&N's products, including the K&N crankcase vent filter ("K&N  
15 Product"), prominently display the K&N Mark. A photograph of a K&N Product  
16 is attached hereto as Exhibit D. The K&N Product is not designed for specific  
17 engines or vehicle models, but is intended for general application with certain  
18 types of engines or motor vehicles. The K&N Product is not manufactured for use  
19 as or with an engine oil filler cap, nor to defeat the purpose or function of an OEM  
20 ("original equipment manufacturer") oil filler cap on emissions-controlled  
21 vehicles, such as Corvettes with highly modified engines.

22       13.   On information and belief, Defendants have created an aftermarket  
23 automotive part that incorporates the K&N Product to create a modified oil filler  
24 cap, or "breather," for certain models of Corvette automobiles. Defendants  
25 permanently affix the K&N Product to one or more other components and sell  
26 these unified parts as a single part they call a "breather" (the "Infringing Product").  
27 The Infringing Product is sold as a new product and bears no indication that it is a  
28 composite of two or more parts, including the K&N Product, assembled and

1 permanently joined together by Defendants. The K&N Mark is prominently  
2 displayed on the Infringing Product and is the only source identifier. The K&N  
3 Mark was also prominently displayed on Defendants' website  
4 www.nakidparts.com, without authorization from K&N. Such references have  
5 since been removed from Defendants' website after K&N sent a series of written  
6 correspondence to Defendants demanding that Defendants cease and desist using  
7 K&N's intellectual property. However, Defendants still display the mark on one  
8 or more internet blogs or forums promoting the Infringing Product.

9 14. The K&N Mark is the only identifying mark on the Infringing  
10 Product. While Defendants have recently removed reference to K&N from their  
11 website, the Infringing Product itself has one, and only one, distinguishing or  
12 identifying mark—the K&N Mark. There is no disclaimer or other warning  
13 affixed to or displayed anywhere on the Infringing Product indicating that the  
14 K&N Product has been modified or otherwise altered for use in Corvettes or with  
15 Corvette engines. Nonetheless, Defendants' modifications have substantially  
16 altered the K&N Product so that it may be used in Corvettes or on Corvette engines  
17 without the authorization or consent of K&N.

18 15. Defendants are not simply reselling the K&N Product. Defendants  
19 have substantially altered the K&N Product and changed its use and application  
20 and claim that the Infringing Product is covered by K&N's warranty, the terms of  
21 which Defendants misstate. Despite Defendants' alterations, the Infringing  
22 Product prominently displays the K&N Mark. The public is therefore likely to be  
23 misled that Defendants' Infringing Product is manufactured wholly by K&N and  
24 that the quality of the product is that which the consumer has come to expect from  
25 K&N over the last four decades.

26 16. Defendants' conduct as set forth above is misleading to its customers  
27 and the public at large. Nowhere on the Infringing Product or its packaging is it  
28 clearly stated that the Infringing Product has been altered without the authorization

1 of K&N, or that K&N is not responsible for the product or its lack of conformity to  
2 the original standards of the K&N Product. In the event that the Infringing Product  
3 malfunctions or otherwise fails to conform to statutory mandates or industry  
4 standards, the public is likely to look to K&N for relief, rather than Defendants,  
5 since the only identifying mark on the Infringing Product is the K&N Mark.  
6 Defendants are using K&N's goodwill for the sale of the Infringing Product  
7 without authorization while simultaneously causing confusion as to the source of  
8 the Infringing Product.

9       17. The Infringing Product, as modified by Defendants, is also advertised  
10 and sold on other websites, including, but not limited to, [www.corvetteforum.com](http://www.corvetteforum.com),  
11 and advertised therein as a "K&N vented oil breather cap" offered specifically for  
12 Corvettes. The K&N Product as manufactured and distributed by K&N is not  
13 manufactured for specific use in Corvettes. As set forth above, Defendants have  
14 substantially modified the K&N Product for use in Corvettes, without authorization  
15 and without informing the public of such alteration. Defendants are utilizing the  
16 K&N Mark to mislead the public that the Infringing Product advertised and sold  
17 through these websites was manufactured by K&N with the same quality and  
18 precision that has become synonymous with the K&N brand without adequate  
19 notice to the public of the unauthorized modifications and alterations to the  
20 original K&N product.

21       18. Defendants are not affiliated with K&N and are not authorized to use  
22 the K&N Mark in connection with the Infringing Product or their website.

23       19. K&N is informed and believes that through Defendants unauthorized  
24 use of K&N's products and marks they are intentionally creating the appearance of  
25 an affiliation, association, sponsorship or relationship between K&N's vent filters  
26 and Defendants' Infringing Product.

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1       20. Defendants have failed and refused to cease and desist from their  
2 improper use of the K&N Mark despite repeated demands by K&N to Defendants.  
3 On September 11, 2014, K&N sent Defendants written correspondence demanding  
4 that Defendants cease and desist from, among other things, selling the Infringing  
5 Product (the “September 11 Letter”). A true and correct copy of the September 11  
6 Letter is attached hereto as Exhibit E and incorporated herein by this reference.

7       21. After receiving the September 11 Letter, Defendants and K&N  
8 engaged in a series of written communication exchanges wherein K&N reiterated  
9 its demand and continued to advise Defendants to stop using, selling or advertising  
10 the K&N Product. Defendants responded by stating that Defendants “WILL JUST  
11 STOP SELLING YOUR PRODUCT JERK.” After several more written  
12 communication exchanges, the Infringing Product was still being sold by  
13 Defendants despite K&N’s repeated and continued demands that Defendants cease  
14 and desist from selling the Infringing Products.

15       22. On November 20, 2014, K&N sent Defendants written  
16 correspondence informing them that unless Defendants complied with the demands  
17 of the September 11 Letter, including ceasing the selling of the Infringing Product,  
18 K&N would have no choice but to initiate a civil action. A true and correct copy  
19 of the November 20, 2014 correspondence is attached hereto as Exhibit F and  
20 incorporated herein by this reference.

21       23. K&N is informed and believes that despite these repeated written  
22 demands, Defendants continue to sell the Infringing Product, which Infringing  
23 Product is now listed as a “LS3 / LS2 / LS1 Breather.” Defendants conduct as  
24 alleged herein displays a conscious and deliberate disregard for K&N’s rights such  
25 as to constitute malice and oppression.

26       24. The U.S. courts and this Court in particular have a substantial interest  
27 in preventing Defendants’ infringement as set forth above. Accordingly,  
28 Defendants’ acts and omissions complained of herein had, and continue to have, a

1 significant effect on U.S. commerce and are subject to the reach of, among other  
2 statutes and common law, the Lanham Act and the Uniform Unfair and Deceptive  
3 Trade Practices Act, California Business & Professions Code § 17000.

4 25. By reason of Defendants' acts as set forth above, K&N has suffered,  
5 and will continue to suffer, damage to its business, reputation, and goodwill.  
6 Unless restrained and enjoined, Defendants will continue to engage in the acts  
7 complained of herein, which acts have caused and will continue to cause  
8 irreparable damage to K&N. K&N's remedy at law is not adequate to compensate  
9 K&N for all the resulting injuries arising from the acts and omissions alleged  
10 herein.

11 **FIRST CLAIM FOR RELIEF**  
12 **(Infringement of Registered Trademark)**  
13 **(15 U.S.C. § 1114 / Lanham Act § 32)**

14 26. K&N repleads, realleges, and incorporates herein by reference the  
15 allegations in the above paragraphs 1 through 25 as though fully set forth at length  
herein.

16 27. K&N has continuously used the K&N Mark in interstate and/or  
17 foreign commerce since registration of said marks.

18 28. K&N, as the owner of all right, title, and interest in and to the K&N  
19 Mark, has standing to maintain an action for trademark infringement under the  
20 Trademark Statute 15 U.S.C. § 1114.

21 29. On information and belief, Defendants, at all times relevant, were  
22 aware that K&N owned and continues to own the K&N Mark, and that K&N was  
23 and continues to be the registered owner of the K&N Mark.

24 30. Defendants failed to obtain the consent and authorization of K&N as  
25 the registered owner of the K&N Marks as required to act as a dealer of and/or to  
26 be authorized to commercially distribute, promote, market, and/or offer for sale the  
27 Infringing Product bearing the K&N Mark in the stream of commerce.

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1       31. On information and belief, Defendants intentionally and knowingly  
2 infringed upon the K&N Marks (i) by selling products that infringe the K&N  
3 Mark; (ii) by engaging in the promotion, marketing, presentation, distribution  
4 and/or sale of the Infringing Product bearing and/or sold in connection with the  
5 K&N Mark; and (iii) by making reference to K&N, its reputation and the K&N  
6 Product in Defendants' statements to sell, promote, advertise and market the  
7 Infringing Product.

8       32. On information and belief, Defendants' egregious and intentional use  
9 of the K&N Mark to build and gain prestige for Defendants' own name and brand  
10 has caused actual confusion and is likely to continue to cause further confusion,  
11 and/or to cause mistake, and/or to deceive, mislead, and/or defraud consumers or  
12 potential consumers who believe the Infringing Product is an authentic K&N  
13 product and/or is a product that is approved, endorsed, authorized or sponsored by  
14 K&N.

15       33. On information and belief, the use of the K&N Mark by Defendants is  
16 a counterfeit mark within the meaning of Section 34(d)(1)(B) of the Lanham Act,  
17 15 U.S.C. § 1116(d)(1)(B).

18       34. On information and belief, Defendants have committed the acts  
19 complained of above and have continued to do so in defiance of K&N's repeated  
20 requests that they cease and desist from such conduct.

21       35. Defendants' continued and knowing use of the K&N Mark without  
22 K&N's consent or authorization constitutes intentional infringement of K&N's  
23 federally registered marks in violation of § 32 of the Lanham Act, 15 U.S.C. §  
24 1114, or the willful use of a counterfeit mark in violation of §35 of the Lanham  
25 Act, 15 U.S.C., §1117(c). Defendants' acts and willful conduct have caused and,  
26 unless restrained and enjoined by this Court, will continue to cause irreparable  
27 harm, financial injury and other damages to K&N, such that damages alone do not  
28 provide K&N with an adequate remedy at law. Based upon such conduct, K&N is

1 entitled to injunctive relief as well as monetary damages, statutory damages, and  
2 other remedies provided by 15 U.S.C. §§ 1116, 1117 and 1118, including  
3 disgorgement of Defendants profits, treble damages, reasonable attorneys' fees,  
4 costs and prejudgment interest.

5 **SECOND CLAIM FOR RELIEF**  
6 **(Trademark Dilution)**  
7 **(15 U.S.C. § 1125(c) / Lanham Act § 43)**

8 36. K&N repleads, realleges, and incorporates herein by reference the  
allegations in paragraphs 1 through 35 as though fully set forth at length herein.

9 37. The K&N Mark is famous pursuant to 15 U.S.C. § 1125(c) and  
10 became famous prior to the filing of this Complaint and prior to the  
11 commencement of the activities attributed to Defendants in this Complaint.

12 38. Defendants' activities as alleged in this Complaint dilute, both by  
13 blurring and tarnishment, the distinctive quality of the K&N Mark in violation of  
14 15 U.S.C. § 1125(c). Defendants' activities were and continue to be willful  
15 pursuant to 15 U.S.C. § 1125(c)(5)(B).

16 39. Based upon such conduct, K&N is entitled to Defendants' profits  
17 pursuant to 15 U.S.C. § 1117(a)(3), as well as all costs and reasonable attorneys'  
18 fees incurred in bringing this action.

19 40. Defendants' infringing activities as described in this Complaint have  
20 caused and continue to cause irreparable injury and harm and other damages to  
21 K&N and its business, reputation, and the goodwill it has realized in its federally  
22 registered marks.

23 41. Unless enjoined by the Court, Defendants' infringing activities will  
24 continue to dilute the K&N Mark and cause K&N irreparable financial injury and  
25 other damage to K&N and its business, name, reputation and goodwill in its marks.

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**THIRD CLAIM FOR RELIEF**  
**(Unfair Competition in Violation of Federal Law)**  
**(15 U.S.C. § 1125(a))**

42. K&N repleads, realleges, and incorporates herein by reference the allegations in paragraphs 1 through 41 as though fully set forth at length herein.

43. As set forth above, Defendants are using the K&N Mark in connection with the advertising, marketing and sale of the Infringing Product.

44. The advertising, promotion, offering for sale, and sale of unauthorized K&N products bearing the K&N Mark and/or sold in connection with the K&N Mark, constitutes false designation of origin and false descriptions and representations, and such conduct is likely to cause confusion and mistake, and to deceive consumers and the public at large by creating the false impression that K&N is affiliated, connected, or associated with the activities and products of Defendants and/or that Defendants' products are approved, licensed, endorsed or sponsored by K&N.

45. On information and belief, with full knowledge of such falsity, Defendants have promoted, sold, and continue to sell such merchandise among the public and continue to deceive the public, resulting in profits for Defendants while causing K&N great damage and injury.

46. By their acts alleged herein, Defendants have falsely designated and represented goods used in commerce in violation of 15 U.S.C. § 1125(a) and, on information and belief, have used the goodwill of K&N to sell Defendants' products without authorization or consent.

47. On information and belief, Defendants are now committing the acts complained of above and have continued to do so in defiance of K&N's request that they cease such acts.

48. Defendants, after due notice, have displayed a willful course of conduct toward appropriation and destruction of Plaintiff's rights in and to the K&N Mark.

1       49. On information and belief, Defendants' wrongful acts and conduct as  
2 alleged herein have permitted or will permit them to generate profits through sales  
3 of the Infringing Product on the strength of K&N's substantial advertising, sales,  
4 consumer recognition, and good will in connection with the K&N Mark.

5       50. As a result of Defendants' wrongful acts alleged herein, K&N has  
6 suffered and will continue to suffer monetary damage in an amount not thus far  
7 determined, but in an amount in excess of this Court's minimum jurisdiction.

8        51. On information and belief, Defendants' acts of unfair competition by  
9 false designation of origin in violation of the Lanham Act have caused financial  
10 injury and damages to Plaintiff and have been willful, making this an exceptional  
11 case within the meaning of the Lanham Act, 15 U.S.C. § 1117, thereby entitling  
12 Plaintiff to its attorneys' fees and costs.

13        52. The above-described conduct by Defendants constitutes unfair  
14 competition that has caused and, unless restrained and enjoined by this Court, will  
15 continue to cause irreparable harm to K&N and the K&N brand, for which there is  
16 no adequate remedy at law.

**FOURTH CLAIM FOR RELIEF**  
**(California Common Law Trademark Infringement)**

19       53. K&N repleads, realleges, and incorporates herein by reference the  
20 allegations in paragraphs 1 through 52 as though fully set forth at length herein.

54. The aforementioned acts of Defendants constitute trademark  
infringement in violation of the common law of the State of California, causing  
substantial harm and irreparable injury to K&N for which there is no adequate  
remedy at law.

**FIFTH CLAIM FOR RELIEF**  
**(California Unfair Competition)**

27        55. K&N repleads, realleges, and incorporates herein by reference the  
28 allegations in paragraphs 1 through 54 as though fully set forth at length herein.

1       56. As stated above, the conduct of Defendants is likely to cause  
2 confusion as to the origin, authorization, authenticity and sponsorship of the  
3 Infringing Product advertised, distributed, offered for sale, and sold by Defendants  
4 bearing the K&N Mark. The above-described conduct of Defendants is intended to  
5 produce and likely has produced substantial profits for Defendants at the expense  
6 of K&N and to the detriment of the integrity of the K&N brand.

7       57. The acts and practices of Defendants as alleged herein violate the  
8 California Uniform Unfair and Deceptive Trade Practices Act, California Business  
9 & Professions Code § 17000 *et seq.*, because (a) the actions and conduct of  
10 Defendants cause a likelihood of consumer confusion or misunderstanding as to  
11 the source, sponsorship, approval, or certification of products; (b) the actions and  
12 conduct of Defendants cause a likelihood of consumer confusion or  
13 misunderstanding as to the affiliation, connection, or association with or  
14 certification by another; and (c) the actions and conduct of Defendants create other  
15 likelihood of consumer confusion or misunderstanding.

16        58. As a result, K&N has incurred damages including loss of market  
17 share, injury to business reputation, loss of control over its brand and image, and  
18 lost sales and royalties.

19       59. K&N has lost money and suffered substantial injury as a result of the  
20 wrongful acts of Defendants in this district. The misconduct also has caused, and  
21 continues to cause, irreparable injury to K&N for which there is no adequate  
22 remedy at law. K&N therefore seeks an injunction and restitution.

## PRAYER FOR RELIEF

24 WHEREFORE, K&N prays that:

25 A. Defendants and its officers, directors, agents, employees,  
26 representatives, and all persons, firms, and corporations in active concert with any  
27 of them, be preliminarily and permanently enjoined from infringing, diluting, or  
28 otherwise using without K&N's authorization the K&N Mark, including without

1 limitation, importing, purchasing, distributing, offering for sale or selling any  
2 unauthorized infringing merchandize bearing, using, or incorporating the K&N  
3 Mark or any confusingly similar marks;

4       B. Defendants be required to deliver immediately to K&N all inventory  
5 of K&N Product and all infringing merchandise bearing, using or incorporating the  
6 K&N Mark, or any confusingly similar mark;

7       C. Defendants be ordered, pursuant to Section 34 of the Lanham Act, 15  
8 U.S.C. § 1116(a), to file with the Court and serve upon K&N's counsel, within 30  
9 days of the entry of this injunction and order prayed for herein, a written report  
10 setting forth under oath and in detail the manner in which it has complied with the  
11 injunctions and orders requested herein;

12       D. Defendants provide an accounting of all revenues and profits obtained  
13 by it as a result of its trademark infringement, unfair competition and other  
14 violations, as alleged herein, and that the amount of profits realized by Defendants  
15 by its unlawful acts be awarded to K&N;

16       E. K&N be awarded restitution, including disgorgement of all monies  
17 obtained by Defendants through the unlawful sales, distribution and use of  
18 unauthorized or infringing merchandise bearing the K&N Mark, or any  
19 confusingly similar mark, such that K&N be awarded Defendants' profits in an  
20 amount not yet ascertained but in excess of this Court's jurisdictional amount;

21       F. K&N be awarded an amount three times Defendants' profits in light  
22 of the intentional and willful nature of Defendants' acts, pursuant to 15 U.S.C.  
23 §1117;

24       G. K&N be awarded damages in the full amount sustained by it as a  
25 result of Defendants' acts;

26       H. K&N be awarded statutory damages and attorneys' fees pursuant to  
27 15 U.S.C. §1117;

28       ///

1       I.     In the alternative, as may be elected by K&N pursuant to 15 U.S.C. §  
2 1117(c), statutory damages of \$2 million for Defendants' willful counterfeiting of  
3 a registered trademark, or, if found not to be willful infringement, \$200,000;

4       J.     For any monetary award to include pre and post-judgment interest at  
5 the highest rate allowed by law; and

6       K.     Such other further relief as the Court deems just and proper.

7

8 Dated: March 12, 2015

GORDON & REES LLP

9

10 By: 

11 Tara L. Martin  
12 tmartin@gordonrees.com  
13 Evan M. Rothman  
14 erothman@gordonrees.com  
15 Attorney for Plaintiff  
16 K&N ENGINEERING, INC.

17 **DEMAND FOR JURY TRIAL**

18

19 PLEASE TAKE NOTICE that Plaintiff K&N ENGINEERING, INC. hereby  
20 demands a trial by jury in this action.

21

22 DATED: March 12, 2015

GORDON & REES LLP

23 By: 

24 Tara L. Martin  
25 tmartin@gordonrees.com  
26 Evan M. Rothman  
27 erothman@gordonrees.com  
28 Attorneys for Plaintiff  
K&N ENGINEERING, INC.